

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 43		
2. CONTRACT NO.		3. SOLICITATION NO. N65540-06-R-0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 Nov 2005		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, ANNMARIE BARTHOLOMEO 5001 SOUTH BROAD ST PHILADELPHIA PA 19112-1403 TEL: 215-897-1649 FAX: 215-897-7994				CODE N65540		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>01:00 PM</u> local time <u>02 Dec 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME ANNMARIE BARTHOLOMEO		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-1649		C. E-MAIL ADDRESS annmarie.bartholomeo@navy.mil				
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			5 - 6	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			7	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			8	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			9 - 10					
X	G	CONTRACT ADMINISTRATION DATA			11	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			12 - 15	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send complete form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____
D. System/Item ASSY 338 & 47 CLAMPS	E. Contract / PR No.	F. Contractor

1. Data Item No. A001	2. Title of Data Item QUALITY / INSPECTION PLAN	3. Subtitle MIL-I-45208, ISO 9002, OR ANSI/NCCL Z540-1
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4. Authority (Data Acquisition Document No.) See Block 16	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency One/R	12. Date Of First Submission 15 DAC	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission 15 Days after Gov't review	a. Addressee NSWCCD-SSES	b. Copies Draft	Final
						Reg.

16. Remarks Block 4: a). The plan shall be in standard commercial format.	15. Total →	1	0
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1. Data Item No. A002	2. Title Of Data Item WELDING PROCEDURE AND QUALIFICATION DATA	3. Subtitle NAVSEA TECH MANUALS T9074-AQ-GIB-010/248 NAVSEA TECH MANUALS T9074-AQ-GIB-010/278
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4. Authority (Data Acquisition Document No.) See Block 16	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency ONE/R	12. Date Of First Submission 30 DAC	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission 15 Days after Gov't review	a. Addressee NSWCCD-SSES	b. Copies Draft	Final
						Reg.

16. Remarks Block 4: a). The procedure shall be in standard commercial format. b). The procedure shall include Qualification Data.	15. Total →	1	0
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G. Prepared by <i>[Signature]</i>	H. Date 7/8/05	I. Approved <i>[Signature]</i>	Date 7/8/05
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17. Price Group
18. Estimated Total Price

17. Price Group
18. Estimated Total Price

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(2 DATA ITEMS)

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A. Contract Line Item No. 0005 B. Exhibit A C. Category TDP _____ TM _____ OTHER _____

D. System/Item ASSY 338 & 47 CLAMPS E. Contract / PR No. F. Contractor

1. Data Item No. A003 2. Title of Data Item WELDER QUALIFICATION CERTIFICATION 3. Subtitle NAVSEA TECH MANUAL T9074-AQ-GIB-010/248

4. Authority (Data Acquisition Document No.) See Block 16 5. Contract Reference QA Req'ts. 6. Requiring Office NSWCCD-SSES

7. DD 250 Req. SD 9. Dist Statement Required 10. Frequency Twice 12. Date Of First Submission 30 DAC 14. Distribution a. Addressee b. Copies Draft Final Reg. Repro.

16. Remarks Block 4: The qualifications shall be in accordance with NAVSEA TECH MANUALS T9074-AQ-GIB-010/248 COMMENTS 1. The qualifications shall be provided with Data Item A002 and A010. 2. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval.

1. Data Item No. A004 2. Title Of Data Item VISUAL AND MAGNETIC PARTICLE INSPECTION PROCEDURE 3. Subtitle NAVSEA TECH MANUAL T9074-AS-GIB-010/271 AND MIL-STD-2035

4. Authority (Data Acquisition Document No.) DI-NDTI-80674 5. Contract Reference QA Req'ts 6. Requiring Office NSWCCD-SSES

7. DD 250 Req. SD 9. Dist Statement Required 10. Frequency ONE/R 12. Date Of First Submission 30 DAC 14. Distribution a. Addressee b. Copies Draft Final Reg. Repro.

16. Remarks Block 4: a). The procedure shall be in standard commercial format. COMMENTS 1. The procedure shall be provided with Data Item A001. 2. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval. 3. The Contractor may submit a Certification of Prior Submission for the applicable procedure provided the procedure is still current, up-to-date, previously delivered under NSWCCD-SSES contracts and has been approved by NSWCCD-SSES. As a minimum, the contractor certification shall contain the following information: procedure title, number, revision and date; previous contract number approved under, a definite statement that the procedure is still current, up-to-date and including any referred specifications, standards and documents, etc cited within the procedure. In the event a Statement of Prior Submission is not applicable, the contractor shall submit the applicable procedure to the Government for approval prior to commencement of production.

G. Preparation H. Date 7/9/05 I. Approved Carl Mingos Date 7/9/05

17. Price Group

18. Estimated Total Price

17. Price Group

18. Estimated Total Price

(2 DATA ITEMS)

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A.Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____	
D.System/Item ASSY 338 & 47 CLAMPS	E. Contract / PR No.		F. Contractor

1. Data Item No. A005	2. Title of Data Item NON-DESTRUCTIVE TEST PERSONNEL QUALIFICATION	3. Subtitle NAVSEA TECH MANUAL T9074-AS-GIB-010/271
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4. Authority (Data Acquisition Document No.) DI-MISC-80678	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10.Frequency One/R	12. Date Of First Submission 30 DAC	14. Distribution			
8.App.Code		11.As Date	13.Date Of Subsequent Submission 15 days after Gov't review	a. Addressee	b. Copies		
					Draft	Final	
				Reg.		Repr	

16. Remarks Block 4 : The qualifications shall in accordance with NAVSEA TECH MANUAL T9074-AS-GIB-010/271 COMMENTS 1. The qualifications shall be submitted with Data Item A004. 2. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval.	NSWC CLESSES		1	0
	96144			
	15 . Total →		1	0

1. Data Item No. A006	2. Title Of Data Item WEIGHT / HOLDING CAPACITY TEST PROCEDURE	3. Subtitle DRAWING 4398614
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4. Authority (Data Acquisition Document No.) See Block 16	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10.Frequency One/R	12. Date Of First Submission 60 DAC	14. Distribution			
		11.As Date	13.Date Of Subsequent Submission 15 days after Gov't review	a. Addressee	b. Copies		
8.App.Code					Draft	Final	
						Reg.	Repre

16. Remarks Block 4 : The procedure shall be in standard commercial format . COMMENTS 1. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval. 	NSWCCD-SSES	1	0	
	96144			
	15. Total →		1	0

G. Prepared by <i>[Signature]</i>	H. Date <i>7/9/05</i>	I. Approved <i>Carl Mancioni</i>	Date <i>7/9/05</i>
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DD-FORM 1223, JUN 90 1059/183 S/N0102-1.E-010-5600

Page 61 of 61 Pages

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

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A. Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____
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D. System/Item ASSY 338 & 47 CLAMPS	E. Contract / PR No.	F. Contractor
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1. Data Item No. A007	2. Title of Data Item DIMENSIONAL INSPECTION REPORTS	3. Subtitle
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4. Authority (Data Acquisition Document No.)	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency One/R	12. Date Of First Submission SEE BLOCK 16	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission	a. Addressee NSWCCD-SSES	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks Block 12 : The reports shall be delivered at the same time as the clamp delivery but separately from the clamps.	15. Total → 1 0
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1. Data Item No. A008	2. Title Of Data Item MAGNETIC PARTICLE / VISUAL TEST REPORTS	3. Subtitle NAVSEA TECH MANUAL T9074-AS-GIB-010/271
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4. Authority (Data Acquisition Document No.) DI-NDTI-80809	5. Contract Reference Q. A. Req'ts 7.B.	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency	12. Date Of First Submission SEE BLOCK 16	14. Distribution		
8. App. Code		11. As Date SEE BLOCK 16	13. Date Of Subsequent Submission	a. Addressee NSWCCD-SSES	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks Blocks 10 & 12: One copy of the respective report shall be placed in each clamp shipping container and one with data item 007.	15. Total → 2 0
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G. Prepared by <i>[Signature]</i>	H. Date 7/8/05	I. Approved <i>[Signature]</i>	Date 7/8/05
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17. Price Group

18. Estimated
Total Price

17. Price Group

18. Estimated
Total Price

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

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A. Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____
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D. System/Item LIFTING CLAMPS/DEVICES	E. Contract / PR No.	F. Contractor
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1. Data Item No. A009	2. Title of Data Item WEIGHT / HOLDING CAPACITY TEST RESULTS	3. Subtitle
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4. Authority (Data Acquisition Document No.) SEE BLOCK 16	5. Contract Reference QA Req'ts.	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency ONE	12. Date Of First Submission SEE BLOCK 16	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission	a. Addressee	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks	15. Total →	2	0
Block 12 : a). The reports shall be submitted with data item A007. b). A copy of the results shall be placed in each clamp shipping container.			

1. Data Item No.	2. Title Of Data Item	3. Subtitle
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4. Authority (Data Acquisition Document No.)	5. Contract Reference	6. Requiring Office
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7. DD 250 Req.	9. Dist Statement Required	10. Frequency	12. Date Of First Submission	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission	a. Addressee	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks	15. Total →		

C. Prepared <i>[Signature]</i>	H. Date 7/10/05	I. Approved <i>[Signature]</i>	Date 7/9/05
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17. Price Group

18. Estimated
Total Price

17. Price Group

18. Estimated
Total Price

Section B - Supplies or Services and Prices

NOTE:

The Government shall furnish the contractor for use in connection with the contract the material set forth below:

- a. Only material listed below in the quantity shown will be furnished by the Government and will be available as specified herein after award of contract. Pick-up of Government furnished material by contractor shall be at Building 1000, Philadelphia Business Center, or at a place otherwise designated. Such material shall be subject to the clause of this contract entitled Government Furnished Property. The contractor shall furnish all other material required in the performance of this contract.
- b. Contractor must notify the contracting officer within (24) twenty-four hours after picking up the Government Furnished Material, that material has been received and no shortages exist. In the event of shortages, an itemized list must be submitted within the twenty-four (24) hour period.

DESCRIPTION	QUANTITY	VALUE EACH	AVAILABLE DAYS AFTER ADC
Assembly 338 Lifting Clamp Mandrel	1	\$1,500.00	30 Days
Assembly 47 Lifting Clamp Mandrel	1	\$900.00	30 Days

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Assembly 338 Lifting Clamp FFP In accordance with Item 338 of Drawing 4398614 Rev. S Attachment B FOB: Destination	43	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Assembly 47 Lifting Clamp FFP In accordance with Item 47 of Drawing 4398614 Rev. S Attachment B FOB: Destination	54	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Periscope Hoist Cylinder Bottom FFP In accordance with Item 1 of Drawing 5489360 Rev. D Attachment D FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Fairing Cylinder Safety Fixture FFP In accordance with Item 1 of Drawing 7487090 Rev. Attachment D FOB: Destination	14	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Technical Data FFP In accordance with DD-Form 1423 (See Section J) FOB: Destination		Lot		
					<hr/>
				NET AMT	

Section C - Descriptions and Specifications

SPECIFICATIONS

NOTE: The items within this solicitation shall be in accordance with Naval Sea Systems Command (NAVSEA) Drawing Nos. 4398614 Rev S, 5489360 Rev D, and 7487090. These drawings have been marked with Distribution Statement D in accordance with DoD Directive 5230.24. In order to obtain the drawing potential offerors must be certified by the Defense Logistics Information Service (DLIS) under the Joint Certification Program (JCP). Information on obtaining JCP Certification from DLIS can be obtained at www.dlis.dla.mil/jcp/. Requests for the drawing must include identification of JCP certification number assigned by DLIS.

ITEM 0001

1. The forty three (43) Assembly 338 lifting clamps to be provided under Item 0001 shall be manufactured in accordance with Assembly 338 of Dwg. 4398614, Rev S.
2. Each clamp shall be weight / holding capacity tested in accordance with Dwg. 4398614. Testing shall not proceed until NSWCCD has accepted the contractor's written test procedure. The Quality Assurance Requirements and the DD Form 1423 can be referenced for further details.
3. The GFM mandrel shall be modified to accommodate the contractor's test stand / fixtures.
4. Before and after the testing, all clamp welds shall be non-destructive tested in accordance with NAVSEA Technical Manual T9074-AS-GIB-010/271.
5. Before and after testing, and when delivered, the contact area of all brake linings shall be free of dirt, grease, oil, primer, paint, and all other contaminants. The lining shall be installed so all manufacturer's markings are not visible.
6. Each clamp shall be identified in accordance with note 5 of dwg. 4398614.
7. The clamps shall be serialized SPC-61 through SPC-103.

ITEM 0002

1. The fifty-four (54) Assembly 47 lifting clamps to be provided under Item 0002 shall be manufactured in accordance with Assembly 47 of Dwg. 4398614, Rev S.
2. Each clamp shall be weight / holding capacity tested in accordance with Dwg. 4398614. Testing shall not proceed until NSWCCD has accepted the contractor's written test procedure. The Quality Assurance Requirements and the DD Form 1423 can be referenced for further details .
3. The GFM mandrel shall be modified to accommodate the contractor's test stand / fixtures.
4. Before and after the testing, all clamp welds shall be non-destructive tested in accordance with NAVSEA Technical Manual T9074-AS-GIB-010/271.
5. Before and after testing, and when delivered, the contact area of all brake linings shall be free of dirt, grease, oil, primer, paint, and all other contaminants. The lining shall be installed so all manufacturer's markings are not visible.
6. Each clamp shall be identified in accordance with note 5 of dwg. 4398614.

7. The clamps shall be serialized SPC-122 through SPC-156.

ITEM 0003

1. The three (3) Periscope Hoist Cylinder Bottoms to be provided under Item 0003 shall be manufactured in accordance with Item 1 of Drawing 5489360 Rev. D.
2. The bottoms shall be identified and marked in accordance with note 13 of drawing 5489360. The bottoms shall be marked with the drawing number, revision, item number, and serial number.
3. The bottoms shall be serialized SPC-1 through SPC-3.

ITEM 0004

1. The fourteen (14) Fairing Cylinder Safety Fixtures to be provided under Item 0004 shall be manufactured in accordance with Item 1 of Drawing 7487090.
2. The nameplate, item 20 on sheet 6 of drawing 7487090, marking shall be modified as follows:

Delete "P/N 53711 7487090-1"

Substitute " Drawing 7487090 Rev. –"
"Serial Number: *Applicable Number*"
3. The fixtures shall be serialized SPC-1 through SPC-14.

ITEM 0005

1. The technical data shall be furnished in accordance with DD-Form 1423.

Section D - Packaging and Marking

1. Each item shall be individually packaged and marked in accordance with Section B, Description/Specifications, and the following:

- a. Packaging Material: The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited.
- b. Preservation, packaging and packing shall be in accordance with ASTM D3951, "Commercial Packaging of Supplies and Equipment".

Note: For each clamp, a copy of the clamp's weight / holding capacity test report shall be placed in each individual shipping container.

- c. The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM D3951, "Commercial Packaging of Supplies and Equipment" effective at time of award. The markings shall include the following:
 - (1) Nomenclature
 - (2) Drawing number with revision
 - (3) Assembly/Item number
 - (4) Serial number

Section E - Inspection and Acceptance

- 1. The contractor is required to perform all inspections to ensure the quality of the finished item and for providing inspection and test equipment necessary to ensure that the results of inspections and tests are accurate.
- 2. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to ensure that supplies and services conform to requirements.
- 3. Representatives of an assigned Contract Administration Office (CAO) shall make inspection of the supplies and services to be furnished hereunder, at the contractor’s or subcontractor’s plant (source).
- 4. Final acceptance will be performed by NSWCCD, Philadelphia. Final acceptance by NSWCCD does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.
- 5. Due to the critical nature of this material, a representative of NSWCCD, Code 9613, is available to furnish technical assistance on all quality control matters. The contractor shall agree to notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, when material is ready for inspection so NSWCCD has the option of conducting a quality assurance surveillance on the material at the contractor’s plant prior to shipment. A minimum of seven (7) days is required to arrange such a visit.
- 6. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NSWCCD, Code 96.
- 7. Requests for engineering changes shall be submitted using MIL-STD-973 as a guide. Request for government acceptance of non-conforming material shall be submitted using a QA FORM 12 Modified “Departure from Specifications (DFS) form. Classification of major or minor waivers or deviations shall be in accordance with NAVSEAINST 5400.95C.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 Days After Contract Award	43	Naval Surface Warfare Center, Carderock Div Philadelphia Naval Business Center, Bldg. 1000 5101 South 18 th Street Philadelphia, PA 19112-5083 ATTN: Anthony Locante, Code 96144	N/A
0002	180 Days After Contract Award	54	See 0001 above	N/A
0003	90 Days After Contract Award	3	See 0001 above	N/A
0004	120 Days after Contract Award	15	See 0001above	N/A
0005	In accordance with DD1423 (See Section J)	1 LOT	Naval Surface Warfare Center, Carderock Div Philadelphia Naval Business Center, Bldg. 29 4700 South Broad Street Philadelphia, PA 19112-5083 ATTN: Anthony Locante, Code 96144 Contract #: applicable number	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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52.211-8 TIME OF DELIVERY (JUN 1997)--Alternate II (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

[Contracting Officer insert specific details]

WITHIN DAYS AFTER
DATE OF RECEIPT OF

ITEM NO. QUANTITY WRITTEN NOTICE OF AWARD

See Schedule listed above

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN DAYS AFTER
DATE OF RECEIPT OF
ITEM NO. QUANTITY WRITTEN NOTICE OF AWARD

_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by 31 December 2005. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

(End of clause)

Section G - Contract Administration Data

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CAR-G02 SUBMISSION OF INVOICES (FIXED PRICE) (MAR 2004)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery/task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- ☐ a separate invoice for each activity designated to receive the supplies or services.
 - ☐ a consolidated invoice covering all shipments delivered under an individual order.
 - ☒ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

1. CONTRACTOR'S QUALITY/INSPECTION SYSTEM:

a. The contractor shall provide and maintain a written inspection system, which will assure that all supplies and services submitted to the Government for acceptance conform to contract requirements whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The contractor's inspection system shall be documented and shall be available for review by the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, 4700 S. Broad Street, Phila., PA 19112-5083, Attn. Code 9613, via the DCMC, fifteen (15) days after award of contract and throughout the life of the contract. The contractor shall notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site in writing of any change to the inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product. Vendors currently operating under ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 quality system will be deemed acceptable under this provision.

b. The Quality/Inspection System shall include the following:

- 1) Document Control
- 2) Purchasing
- 3) Control of Customer Supplied Material (Government Furnished Material)
- 4) Product Identification and Traceability
- 5) Process Control
- 6) Inspection and Testing
- 7) Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1.
- 8) Inspection and Test Status
- 9) Control of Nonconforming Product
- 10) Corrective Action
- 11) Handling, Storage, Packaging, and Delivery
- 12) Records
- 13) Controls to assure that requirements of this contract are invoked on subcontractors and the contractor verifies implementation by subcontractors.

2. PROCEDURES:

a. The contractor shall furnish the following procedures:

- 1) An inspection plan. This document shall contain as a minimum:
 - a) Step-by-Step method with inspection/verification points.
 - (1) Part Name.
 - (2) Identification of each characteristic to be inspected.
 - (3) Acceptance and reject criteria.
 - (4) Actual dimension recordings.
- 2) Weight/Holding capacity test for mast clamps.
 - a) Test Requirements.
 - b) Test Rig Configuration.
 - c) Applied Loads.

- d) Step-by-Step Method.
- e) Applied Cycle.
- f) Recording of Test Results.
- g) Time Periods for Test.

3) Nondestructive Test Procedures in accordance with NAVSEAT9074-AS-GIB-010/271 for:

- a) Magnetic Particle
- b) Visual.

4) Written welding procedures, welding procedure qualification test data, and welder Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278.

3. RECORDS:

a. For each assembly, component, delivered item, the supplier shall furnish one (1) copy of the following documents correlated to the contract number and serial number assigned to the component/assembly:

1) For Contractor-Furnished Raw Material:

a) For contractor-supplied material, the contractor shall supply documented verification of raw material by alloy families using simple, direct and rapid analysis methods or a combination of methods (e.g., visual, hardness test, magnetic properties test, acid spot tests, and metal comparator tests).

2) Weld records including Identification of weld procedure, joint identification, base material, filler material, heat treatments and welder qualifications as required under this contract in accordance with NAVSEA S9074-AQ-GIB-010/248.

3) Test reports showing the results of non-destructive testing inspections. Report must include identification of procedure used, joint inspected, plan number, piece number, equipment and NDT Personnel Qualification compliance to NAVSEA T9074-AS-GIB-010/271 and show acceptance to:

- a) Visual Inspection of Welds - MIL-STD-2035.
- b) Magnetic Particle Testing - MIL-STD-2035.

4) Copies of current qualifications to NAVSEA T9074-AS-GIB-010/271 for personnel performing and evaluating the results of non-destructive test.

5) Copies of the weight / holding capacity test results. This report shall also include the results of the NDT. Two copies of the test results shall be provided, one shall be submitted with the objective quality evidence data and the other in the clamps shipping container.

6) The inspection records shall show the results of every dimension inspected and shall include the inspector's signature and date. The inspection records are to be maintained on Objective Quality Evidence Data Sheets (OQEDS) supplied by the contractor. Recording the results of dimensional inspections on a configuration facsimile of the component as shown on the applicable drawing is an acceptable OQED.

a) ACTUAL measurements are required for the following characteristic:

- (1) Dimensions with a tolerance of $\pm .005$ or less"
- (2) Straightness of .010" per foot or less

(3) Geometric characteristics (forms, profile, orientation, location, run out, etc.) with a tolerance of .010" or less

(4) Finishes 32 or less.

(5) Angles +/- 1/2 degree or less

(6) Torque Records

(a) Torque of records shall include: Torque wrench/device serial number, range, calibration date and identification of lubricants.

b) Class 2 Threads shall be inspected in accordance with ASME B1.3, System 21 requirements and Class 3 threads or higher shall be inspected in accordance with ASME B1.3, System 22 requirements.

c) All of the supplied documents shall have complete traceability to the hardware for inspection purposes. Therefore, whenever applicable, records shall show: contract number, name of contractor, plan number, revision letter, piece number, serial letter/number of finished piece, item nomenclature, material degree of control, and MIC number if Level I.

d) Records for each assembly, component, delivered item shall identify the inspection, measuring or test equipment, calibration dates and calibration due dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.

4. CONTROL OF GOVERNMENT FURNISHED MATERIAL (GFM):

a. Material received from NSWCCD Philadelphia will be received accompanied by NSWCCD Philadelphia Material Control Form 154-04-036.

b. NSWCCD Philadelphia will be responsible for providing Material Control form with the material.

c. Upon receipt of material, contractor will inventory.

d. Material traceability must be maintained at all times from material to the Material Control Form.

e. Government-Furnished Equipment shall be returned in good and usable condition. If repairs are required, the cost of repairs shall be charged to the contractor.

5. MERCURY EXCLUSION CLAUSE:

a. Mercury Contamination: The supplies furnished under this contract shall contain no metallic or mercury compounds and shall be free from mercury contamination (i.e., during the manufacturing process, testing, or inspecting) i.a.w. NAVSEAINST 5100.3D. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury-containing device employing only a single boundary of containment. (A single boundary of containment is one, which is not backed by a seal or barrier.) Mercury contamination of the supplies will be cause for rejection of the material.

b. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or close-fitting airtight container and place in an oven at 135 degrees F +5 degrees F for one hour. Sample the trapped air and if mercury vapor concentration is 0.1 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (Catalog No. 8257557G-3), Bechman Instrument Model K-23, or other instruments that have

equivalent range and capabilities. It should be noted that certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere.

c. If the inclusion of metallic mercury or mercury compounds is required as a functional part of the material furnished under this contract, the contractor shall obtain written approval from NAVSEA before proceeding with manufacture. The contractor's request shall explain in detail the requirement for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded to the Government Inspector or Government Representative with a copy to NAVSEA.

d. If and to the extent that this contract calls for work to be performed by the contractor on a submarine, the contractor, in connection with such work, shall not bring into or utilize in the submarine any instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument, or device has been approved by the Naval Sea Systems Command or authorized representative for use on a submarine.

e. The contractor is required to certify via a certificate of compliance that:

- 1) The supplies furnished under this contract contain no metallic mercury or mercury compounds.
- 2) The contractor has taken responsible steps to ensure that the supplies furnished under this contract are not contaminated with metallic mercury or mercury compounds.

f. The requirements of this clause shall be included in all subcontracts hereunder. Technical question pertaining to the requirements of this clause shall be referred to NAVSEA via the Government Inspection or Representative.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP

acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate

Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-

fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or <http://www.arnet.gov/far>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Federal Acquisition Regulation](#) or Defense Federal Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DRAWINGS AND SPECIFICATIONS
ATTACHMENTS

A – Contract Data Requirements List – DD Form 1423

NOTE: Drawings will be provided separately from the solicitation. Contractors must be Joint Certification Program (JCP) registered to obtain the drawings. Please email your request for drawings to Annmarie Bartholomeo at annmarie.bartholomeo@navy.mil citing RFP N65504-06-R-0002, company name, address, cage code and JCP number. The Joint Certification Program (JCP) established the eligibility of a U.S. or Canadian contractor to receive technical data governed by DoD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DoD Directive 5230.24, a companion directive, establishes the distribution marking system for DoD-controlled technical documents. The U.S. / Canada Joint Certification Program is managed by the U.S. / Canada Joint Certification Office (JCO). The JCO, a common jointly staffed office, is located at the Defense Logistics Information Service (DLIS), 74 Washington Avenue North, Battle Creek, MI 49017-3084 (Tel. 800-352-3572) and online at www.dlis.dla.mil/jcp/. The JCO receives and processes certification forms submitted by U.S. and Canadian contractors that wish to obtain access to unclassified technical data disclosing critical technology under the control of, or in the possession of DoD. To become certified, U.S. contractors must submit a completed DD Form 2345 to the JCO. Canadian contractors may submit either a completed DD Form 2345 or DSS-MAS 9739 for certification. However, a DD Form 2345 shall be used when a Canadian contractor intends to request access to DoD-controlled technical data. In addition, a copy of the firm's State/Provincial Business License, Incorporation Certificate, Sales Tax Identification Form or other documentation which verifies the legitimacy of the company must accompany all DD Forms 2345.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

- (a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ Paragraph (b) applies.
- ☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is () (insert NAICS code).

(2) The small business size standard is () (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS
(FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The facility is not located within the United States or its outlying areas.
- (End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

- (a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format

(pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact_____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors --Competitive Acquisition	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Ms. Annette Bucci, Naval Surface Warfare Center, Carderock Division, 5000 South Broad Street, Philadelphia, PA 19112-1403.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
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CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or
<http://www.arnet.gov>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation or Defense Federal Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	1
Technical Proposal	1	2
Cost Proposal	1	1

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(A) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(B) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following four (4) sections. Each technical proposal shall enable the Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements, which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following:

SECTION 1 - SPECIFICATION (Maximum length 10 pages) - The offeror shall explain their product line through descriptive literature and other information in order to evaluate that the offeror has the facilities, test equipment, capabilities, and resources necessary to manufacture or otherwise produce the clamps. Provide experience in manufacturing in order to evaluate that the offeror has the capability to fully comply with the specifications, qualification, inspection, test, certification, preparation, and delivery requirements of this contract/solicitation. Also, the offeror shall provide proposed equipment and tools to accomplish the task.

SECTION 2 - TEST REQUIREMENTS (Maximum length 10 pages) - The offeror shall provide a description of facilities, test equipment and methods, and other information necessary to demonstrate the ability to conduct qualification testing.

SECTION 3 - DELIVERY REQUIREMENTS (Maximum length 10 pages) - Provide a summary of the clamps and parts manufacturing, testing, and shipping schedules which supports the stated required delivery schedule. Indicate key events and/or milestones and the time to complete each event in order to meet the delivery requirements.

SECTION 4 - PERTINENT EXPERIENCE ELEMENTS (Maximum length 10 pages) - The offer shall demonstrate that they have or had the ability to meet the requirements below.

(1) A quality/inspection system in accordance with ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208.

(2) An inspection measuring and test equipment calibration system in accordance with ANSI/NCSL Z540-1.

- (3) Perform weight/holding capacity test for mast clamps.
- (4) Non-destructive Test Procedures in accordance with NAVSEAT9074-AS-GIB-010/271 for Magnetic Particle and Visual.
- (5) Non-destructive Test Personnel qualified to NAVSEA T9074-AS-GIB-010/271.
- (6) Written welding procedures, welding procedure qualification test data, and welder Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278.

NOTE : In order for the offerors' proposals to be considered for award, the technical proposal must be considered acceptable. Offerors which do not present sufficient information to complete technical evaluation by the Government may be rejected or otherwise determined to be technical unacceptable.

Corporate Experience:

Offerors shall provide all relevant corporate experience for similar or related work under contracts currently being performed or completed during the last three (3) years. The offeror may include Federal, State and Local Government and private sector contracts. Offerors that represent newly formed entities, without prior contract experience, should identify previous contract and subcontract experience for all key personnel identified in the proposal.

The contractor shall provide the following information for each such contract:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Brief Description of Scope of Work
5. Contract Type
6. Award Price
7. Total Labor-Hours of Effort
8. Period of Performance
9. Contract Deliverables

Incomplete data may not be considered.

Past Performance:

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a

recurrence. The Government reserves the right to verify statements and representations made in an offeror's proposal.

(C) PRICE PROPOSAL

The offeror should complete Section B, Supplies or Services and Prices. Please note that multiple awards can be made as stated in the clause in Section M.

Section M - Evaluation Factors for Award

EVALUATION OF OFFERS

1. Award will be based on offer(s) that are technically acceptable and at the lowest cost .

CLAUSES INCORPORATED BY REFERENCE

52.214-22

Evaluation Of Bids For Multiple Awards

MAR 1990

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send complete form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____
D. System/Item ASSY 338 & 47 CLAMPS	E. Contract / PR No.	F. Contractor

1. Data Item No. A001	2. Title of Data Item QUALITY / INSPECTION PLAN	3. Subtitle MIL-I-45208, ISO 9002, OR ANSI/NC SL Z540-1
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4. Authority (Data Acquisition Document No.) See Block 16	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency One/R	12. Date Of First Submission 15 DAC	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission 15 Days after Gov't review	a. Addressee NSWCCD-SSES	b. Copies Draft	Final
						Reg.

16. Remarks Block 4: a). The plan shall be in standard commercial format.	15. Total →	1	0
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1. Data Item No. A002	2. Title Of Data Item WELDING PROCEDURE AND QUALIFICATION DATA	3. Subtitle NAVSEA TECH MANUALS T9074-AQ-GIB-010/248 NAVSEA TECH MANUALS T9074-AQ-GIB-010/278
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4. Authority (Data Acquisition Document No.) See Block 16	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency ONE/R	12. Date Of First Submission 30 DAC	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission 15 Days after Gov't review	a. Addressee NSWCCD-SSES	b. Copies Draft	Final
						Reg.

16. Remarks Block 4: a). The procedure shall be in standard commercial format. b). The procedure shall include Qualification Data.	15. Total →	1	0
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G. Prepared by <i>[Signature]</i>	H. Date 7/8/05	I. Approved <i>[Signature]</i>	Date 7/8/05
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17. Price Group
18. Estimated Total Price

17. Price Group
18. Estimated Total Price

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

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A. Contract Line Item No. 0005 B. Exhibit A C. Category TDP _____ TM _____ OTHER _____

D. System/Item ASSY 338 & 47 CLAMPS E. Contract / PR No. F. Contractor

1. Data Item No. A003 2. Title of Data Item WELDER QUALIFICATION CERTIFICATION 3. Subtitle NAVSEA TECH MANUAL T9074-AQ-GIB-010/248

4. Authority (Data Acquisition Document No.) See Block 16 5. Contract Reference QA Req'ts. 6. Requiring Office NSWCCD-SSES

7. DD 250 Req. SD 9. Dist Statement Required 10. Frequency Twice 12. Date Of First Submission 30 DAC 14. Distribution a. Addressee b. Copies Draft Final Reg. Repro.

16. Remarks Block 4: The qualifications shall be in accordance with NAVSEA TECH MANUALS T9074-AQ-GIB-010/248 COMMENTS 1. The qualifications shall be provided with Data Item A002 and A010. 2. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval. 15. Total → 2 0

1. Data Item No. A004 2. Title Of Data Item VISUAL AND MAGNETIC PARTICLE INSPECTION PROCEDURE 3. Subtitle NAVSEA TECH MANUAL T9074-AS-GIB-010/271 AND MIL-STD-2035

4. Authority (Data Acquisition Document No.) DI-NDTI-80674 5. Contract Reference QA Req'ts 6. Requiring Office NSWCCD-SSES

7. DD 250 Req. SD 9. Dist Statement Required 10. Frequency ONE/R 12. Date Of First Submission 30 DAC 14. Distribution a. Addressee b. Copies Draft Final Reg. Repro.

16. Remarks Block 4: a). The procedure shall be in standard commercial format. COMMENTS 1. The procedure shall be provided with Data Item A001. 2. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval. 3. The Contractor may submit a Certification of Prior Submission for the applicable procedure provided the procedure is still current, up-to-date, previously delivered under NSWCCD-SSES contracts and has been approved by NSWCCD-SSES. As a minimum, the contractor certification shall contain the following information: procedure title, number, revision and date; previous contract number approved under, a definite statement that the procedure is still current, up-to-date and including any referred specifications, standards and documents, etc cited within the procedure. In the event a Statement of Prior Submission is not applicable, the contractor shall submit the applicable procedure to the Government for approval prior to commencement of production. 15. Total → 1 0

G. Preparation H. Date 7/9/05 I. Approved Carl Mingos Date 7/9/05

17. Price Group
18. Estimated Total Price

17. Price Group
18. Estimated Total Price

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

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A.Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____	
D.System/Item ASSY 338 & 47 CLAMPS	E. Contract / PR No.		F. Contractor

1. Data Item No. A005	2. Title of Data Item NON-DESTRUCTIVE TEST PERSONNEL QUALIFICATION	3. Subtitle NAVSEA TECH MANUAL T9074-AS-GIB-010/271
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4. Authority (Data Acquisition Document No.) DI-MISC-80678	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10.Frequency One/R	12. Date Of First Submission 30 DAC	14. Distribution			
8.App.Code		11.As Date	13.Date Of Subsequent Submission 15 days after Gov't review	a. Addressee	b. Copies		
					Draft	Final	
					Reg.	Repr	

16.Remarks Block 4 : The qualifications shall in accordance with NAVSEA TECH MANUAL T9074-AS-GIB-010/271 COMMENTS 1. The qualifications shall be submitted with Data Item A004. 2. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval.	NSWG CLASSES		1	0
	96144			
	15 . Total →		1	0

1. Data Item No. A006	2. Title Of Data Item WEIGHT / HOLDING CAPACITY TEST PROCEDURE	3. Subtitle DRAWING 4398614
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4. Authority (Data Acquisition Document No.) See Block 16	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10.Frequency One/R	12. Date Of First Submission 60 DAC	14. Distribution			
		11.As Date	13.Date Of Subsequent Submission 15 days after Gov't review	a. Addressee	b. Copies		
8.App.Code					Draft	Final	
						Reg.	Repre

16. Remarks Block 4 : The procedure shall be in standard commercial format . COMMENTS 1. If applicable, the Government review comments shall be incorporated into the final document within 15 days after review for review and approval. 	NSWCCD-SSES	1	0	
	96144			
	15. Total →		1	0

G. Prepared by <i>[Signature]</i>	H. Date <i>7/9/05</i>	I. Approved <i>Carl Mancioni</i>	Date <i>7/9/05</i>
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DD-FORM 1223, JUN 90 1059/183 S/N0102-1.E-010-5600

Page 61 of 61 Pages

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

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A. Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____
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D. System/Item ASSY 338 & 47 CLAMPS	E. Contract / PR No.	F. Contractor
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1. Data Item No. A007	2. Title of Data Item DIMENSIONAL INSPECTION REPORTS	3. Subtitle
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4. Authority (Data Acquisition Document No.)	5. Contract Reference QA Req'ts	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency One/R	12. Date Of First Submission SEE BLOCK 16	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission	a. Addressee NSWCCD-SSES	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks Block 12 : The reports shall be delivered at the same time as the clamp delivery but separately from the clamps.	15. Total → 1 0
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1. Data Item No. A008	2. Title Of Data Item MAGNETIC PARTICLE / VISUAL TEST REPORTS	3. Subtitle NAVSEA TECH MANUAL T9074-AS-GIB-010/271
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4. Authority (Data Acquisition Document No.) DI-NDTI-80809	5. Contract Reference Q. A. Req'ts 7.B.	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency	12. Date Of First Submission SEE BLOCK 16	14. Distribution		
8. App. Code		11. As Date SEE BLOCK 16	13. Date Of Subsequent Submission	a. Addressee NSWCCD-SSES	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks Blocks 10 & 12: One copy of the respective report shall be placed in each clamp shipping container and one with data item 007.	15. Total → 2 0
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G. Prepared by <i>[Signature]</i>	H. Date 7/8/05	I. Approved <i>[Signature]</i>	Date 7/8/05
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17. Price Group

18. Estimated
Total Price

17. Price Group

18. Estimated
Total Price

CONTRACT DATA REQUIREMENTS LIST

(2 DATA ITEMS)

Form Approved
OMB 0704-0188

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A. Contract Line Item No. 0005	B. Exhibit A	C. Category TDP _____ TM _____ OTHER _____
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D. System/Item LIFTING CLAMPS/DEVICES	E. Contract / PR No.	F. Contractor
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1. Data Item No. A009	2. Title of Data Item WEIGHT / HOLDING CAPACITY TEST RESULTS	3. Subtitle
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4. Authority (Data Acquisition Document No.) SEE BLOCK 16	5. Contract Reference QA Req'ts.	6. Requiring Office NSWCCD-SSES
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7. DD 250 Req. SD	9. Dist Statement Required	10. Frequency ONE	12. Date Of First Submission SEE BLOCK 16	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission	a. Addressee	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks	15. Total →	2	0
Block 12 : a). The reports shall be submitted with data item A007. b). A copy of the results shall be placed in each clamp shipping container.			

1. Data Item No.	2. Title Of Data Item	3. Subtitle
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4. Authority (Data Acquisition Document No.)	5. Contract Reference	6. Requiring Office
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7. DD 250 Req.	9. Dist Statement Required	10. Frequency	12. Date Of First Submission	14. Distribution		
8. App. Code		11. As Date	13. Date Of Subsequent Submission	a. Addressee	b. Copies	
					Draft	Final
					Reg.	Repro.

16. Remarks	15. Total →		

C. Prepared	H. Date	I. Approved	Date
<i>[Signature]</i>	7/10/05	<i>[Signature]</i>	7/9/05

17. Price Group

18. Estimated
Total Price

17. Price Group

18. Estimated
Total Price